

MINUTES
WENTWORTH TOWN COUNCIL
January 3, 2023
7:00 pm
Wentworth Town Hall
124 Peach Tree Road, Wentworth NC

The Wentworth Town Council held their regularly scheduled monthly meeting at the Wentworth Town Hall, on Tuesday, January 3, 2023 at 7:00pm.

Council Members Present: Mayor Dennis Paschal Jr., Mayor Pro Tem Evelyn Conner, Cheryl Moore, Dennis Paschal III, Daryl Crowder

Council Members Absent:
A quorum was met.

Staff Present: Yvonne Russell, Town Clerk/ Finance Officer
Hunter Wilson, Accounting Clerk/ Deputy Clerk

Others Present: Ellis Martin, Attorney, Fox Rothschild LLP – Town of Wentworth
Rockingham Update - Media

Article I. CALL TO ORDER

Mayor Dennis Paschal Jr. called the meeting to order.

Article II. INVOCATION

Councilmember Dennis Paschal, III gave the invocation.

Article III. APPROVAL OF TOWN COUNCIL AGENDA

- A. Requests and Petitions of Citizens
- B. Approve/ Amend Agenda

Mayor Paschal made a **MOTION**, *“To add item E. under Article VI. New Business, for Consideration of SCIF Grant Project Ordinance for the Construction, and Installation of the SCIF Grant Project.”*

Mayor Pro Tem Evelyn Conner seconded the motion. All voted in favor and the motion carried.

Article IV. APPROVAL OF MINUTES

- A. Town Council Meeting – December 6, 2022

Mayor Paschal made a **MOTION**, *“The minutes be approved as written”*.

Councilmember Paschal III seconded the motion. All voted in favor and the motion carried.

Article V. OLD BUSINESS

There was no old business.

Article VI.

NEW BUSINESS

A. Consideration of Memorandum of Agreement with Alley, Williams, Carmen & King (AWCK) for the Old Wentworth Consolidated School Gym

Mayor Paschal informed Council that he met with Jeff Johnson from AWCK to tour the gym at the Wentworth Consolidated School site, and Jeff determined it would be better to quote their work towards repairs of the gym on an hourly rate instead of a percentage of total cost as they do on new construction.

Mayor Paschal made a **MOTION**, *“We approve the Memorandum of Agreement with Alley, Williams, Carmen & King.”*

Councilmember Paschal III asked, “Is the scope of work just for the gym or for anywhere in the building that we decide?”

Mayor Paschal explained that the scope of work is for the gym, and that repairs to other areas would be something Council would look at after repairing the gym. He mentioned that Jeff thought there could be a handicap accessible ramp placed between the gym and the first floor hallway of the attached school building.

Councilmember Cheryl Moore asked, “What exactly are they doing to the gym?”

Mayor Paschal replied, “We’ve already got a quote on the windows. Jeff said we should probably go ahead and put the windows and doors in.” He continued, “That’s what they’re going to do. They’re going to tell us what needs to be done. We know it needs to be painted and cleaned up. We need a heat source in there. I talked to a guy early on and he said you could put a heat pump out on the back side and come up through one of the windows and then put a couple of big fans overhead.”

Mayor Paschal mentioned other repairs that may need to be made, but reiterated that AWCK will be working to determine what repairs need to be made.

Councilmember Paschal III mentioned that 2023 is the 100th Anniversary of the Wentworth Consolidated School.

Mayor Paschal asked for a second to his MOTION.

Mayor Pro Tem Conner seconded the motion to approve the Memorandum of Agreement with AWCK. All voted in favor and the motion carried.

(Note: Memorandum of Agreement with Alley, Williams, Carmen & King (AWCK) is herein incorporated and made a part of these minutes.)



alley, williams, carmen & king, inc.
 ENGINEERS AND ARCHITECTS
 740 chapel hill road/ p.o. box 1248
 burlington, north carolina 27215-6453
 (336) 228-5534 - fax (336) 226-3034

OLD WENTWORTH SCHOOL GYM

Memorandum of Agreement

This _____ day of _____, 2023, ALLEY, WILLIAMS, CARMEN, & KING, INC., hereinafter called Architect, and the Town of Wentworth, herein after called the Owner; agree that the Architect shall perform professional services as set forth below related to providing architectural and engineering design for the renovation of the "Old Wentworth School Gym":

Architect's scope of work under this Memorandum of Agreement:

- Architect shall prepare design documents, drawings and specifications for bidding, permitting and construction for repairs and renovations to the "Old Wentworth School Gym"..
- Architect shall assist the owner in advertisement and soliciting of bids from qualified contractors.
- Architect shall open bid proposals on the date specified and assist the owner in the award of contracts.
- Architect shall provide Construction Administration Services during the construction phase of the work.
- At completion of construction, the Architect shall perform a final inspection of the work and prepare "punch-lists" as needed to assist the Contractor in preparing the building for occupancy/use by the owner.

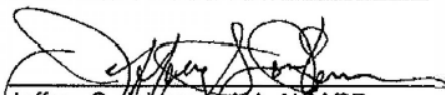
Services will be provided on an hourly basis according to the attached AWCK hourly rate scale.

The Architect shall invoice the Owner on a monthly basis for work performed.

ALLEY, WILLIAMS, CARMEN, & KING, INC.

TOWN of WENTWORTH

BY:


 Jeffrey S. Johnson, AIA, NCARB
 Head of Architecture of AWCK

BY: _____

'EXHIBIT A'

HOURLY CHARGE RATE SCHEDULE – JULY 1, 2022

This information is confidential and is intended for use by the recipient only.

1. Engineers:
 - a. EI – Engineering Intern \$ 80.00 - \$130.00/Hr.
 - b. Registered Professional Engineer 100.00 - 160.00/Hr.
 - c. Associate/Registered Professional Engineer 125.00 - 175.00/Hr.
 - d. Principal/Registered Professional Engineer 190.00 - 240.00/Hr.

2. Architects:
 - a. Architects in Training \$ 80.00 - \$100.00/Hr.
 - b. Registered Architect 90.00 - 130.00/Hr.
 - c. Associate/Registered Architect 145.00 - 175.00/Hr.
 - d. Principal/Registered Architect 160.00 - 175.00/Hr.

3. Surveyors:
 - a. Surveyor in Training \$ 75.00 - \$ 90.00/Hr.
 - b. Registered Land Surveyor 85.00 - 115.00/Hr.
 - c. Associate/Registered Land Surveyor 95.00 - 135.00/Hr.

4. Technical Staff:
 - a. Project Manager \$ 90.00 - \$130.00/Hr.
 - b. CADD Designer/Technician 75.00 - 110.00/Hr.
 - c. Stormwater Program Coordinator 75.00 - 105.00/Hr.

5. Survey Parties:
 - a. 2-Man Party \$140.00 - \$160.00/Hr.
 - b. 3-Man Party 190.00 - 225.00/Hr.

6. Construction Observer \$ 75.00 - \$110.00/Hr.

7. Clerical \$ 55.00 - \$ 70.00/Hr.

8. Other:
 - a. Employees' overtime (when authorized in advance): 1.50 times Hourly Charge Rate.
 - b. Professional Consultants: 1.10 times the amount billed to AWCK, Inc.
 - c. Printing and Mailing: 1.10 times the amount billed to AWCK, Inc.
 - d. Mileage: Travel to job site No Charge, but time is included from our office to job site and return.
 - e. Overnight or extended travel: 1.10 times the amount billed to AWCK, Inc.
 - f. The above rates are subject to adjustment in accordance with normal salary and rate review practices on an annual basis.
 - g. Where ranges of hourly charge rates are listed, the rate charged will be the actual charge rate associated with the individual performing the services.
 - h. Payment will be made monthly based on invoices submitted by Alley, Williams, Carmen & King, Inc.

Article VI. B. Appointments to Boards/Committees
1. Wentworth Historic Preservation Committee: Kay Hammock, Nancy Link, and Buck Harmon (All Reappointments)

Mayor Paschal made a **MOTION**, *“We reappoint all three committee members to the Historic Preservation Committee.”*

Councilmember Daryl Crowder seconded the motion. All voted in favor and the motion carried.

Article VI. B. Appointments to Boards/Committees
2. Wentworth Planning Board & Board of Adjustment:

- **Kimberly Hill Marley – 560 NC 65**
- **Debbie Paschal – 9684 NC 87**

Mayor Paschal noted that he and Councilmember Paschal III will abstain from voting on the Planning Board members because they are related to one of the applicants.

Yvonne Russell, Town Clerk said there is one vacancy on the Planning Board and currently no alternate members for the Planning Board.

Mayor Pro Tem Conner made a **MOTION**, *“To appoint Debbie Paschal to a four year term on the Planning Board and Board of Adjustment, and Kim Marley as an alternate because Debbie has served on the Rockingham County School Board and she was there during the construction of the Rockingham County Middle School and Elementary School.”*

Councilmember Moore seconded the motion. Mayor Pro Tem Conner, Councilmember Moore, and Councilmember Crowder voted in favor and the motion carried.

Article VI. C. Discussion of Shade Systems for Park Playground

After the last Council meeting, Councilmember Moore asked Ms. Russell to put playground shade systems on the next Council agenda.

Ms. Russell reviewed the information she was able to obtain online about playground shade systems. She said she has requested quotes from two suppliers but has not received a quote yet.

Ms. Russell will follow up with Council after receiving the quotes.

Article VI. D. Consideration of Contract with Rockingham County Board of Elections

Mayor Paschal made a **MOTION**, “*We approve the contract with Rockingham County Board of Elections.*”

Mayor Pro Tem Conner seconded the motion. All voted in favor and the motion carried.

(Note: The contract with Rockingham County Board of Elections is herein incorporated and made a part of these minutes.)



ROCKINGHAM COUNTY
BOARD OF ELECTIONS

December 19, 2022

Ms. Yvonne Russell, Town Clerk
Town of Wentworth
PO Box 159
Wentworth, NC 27375

Re: Municipal Contract

Dear Yvonne:

The Rockingham County Board of Election requires a current copy of our Municipal contract to be in our office prior to each Municipal Election.

The last time the Municipal contract was reviewed, approved, and signed was in 2015. Some of the general statutes have changed since that time so there have been some changes made to the contract but the terms of the contract remain the same. The last page of the contract must be signed by the Mayor and attested to by the Clerk. Your Town seal must be attached below the Clerk’s signature.

The signed, original copy must be returned to our office.

If you have any questions please feel free to contact me at 336-342-8110.

Sincerely yours,

A handwritten signature in cursive script that reads "Paula Seamster".

Paula Seamster
Elections Director

**NORTH CAROLINA
ROCKINGHAM COUNTY**

**CONTRACT REGARDING THE CONDUCT
OF MUNICIPAL ELECTIONS**

THIS AGREEMENT, made and entered into this the ____ day of _____, _____, by and between the **Municipality of Wentworth** a North Carolina municipal corporation, hereinafter called "**CITY or TOWN**" and the **ROCKINGHAM COUNTY BOARD OF ELECTIONS**, hereinafter called "**BOARD OF ELECTIONS**";

WHEREAS, pursuant to G.S. 163-284 - The registration of voters and the conduct of all elections in municipalities and special districts shall be under the authority of the county board of elections. Any contested election or allegations of irregularities shall be made to the county board of elections and appeals from such rulings may be made to the State Board of Elections under existing statutory provisions and rules or regulations adopted by the State Board of Elections. Each municipality and special district shall reimburse the county board of elections for the actual cost involved in the administration required under this section, and;

WHEREAS, pursuant to G.S. 163-288.1 – Whenever any new city or special district is incorporated or whenever an existing city or district annexes any territory, the city or special district shall cause a map of the corporate or district limits to be prepared from the boundary descriptions in the act, charter or other document creating the city or district or authorizing or implementing the annexation. The map shall be delivered to the county board of elections conducting the elections for the city or special district. The board of elections shall then activate for city or district elections each voter eligible to vote in the city or district who is registered to vote in the county to the extent that residence addresses shown on the county registration certificates can be identified as within the limits of the city or special district. Each voter whose registration is thus activated for city or special district elections shall be so notified by mail. The cost of preparing the map of the newly incorporated city or special district or of the newly annexed area, and of activating voters eligible to vote therein, shall be paid by the city or special district. In lieu of the procedures set forth in this section, the county board of elections may use either of the methods of registration of voters set out in G.S. 163-288.2 when activating voters pursuant to the incorporation of a new city or election of city officials or both under authority of an act of the General Assembly or when activating voters after an annexation of new territory by a city or special district under Chapter 160A, Article 4A, or other general or local law. (b) Each voter whose registration is changed by the county or municipal board of elections in any manner pursuant to any annexation or expunction under this subsection shall be so notified by mail. (c) The State Board of Elections shall have authority to adopt regulations for the more detailed administration of this section, and;

WHEREAS, in the general interest of economy and to avoid duplication of records, personnel and other related costs involved in the election process, it is deemed to be to the mutual benefit of the parties hereto and to the citizens of Rockingham County and the **Municipality of Wentworth** that the Rockingham County Board of Elections shall, from the effective date of this agreement and thereafter on a continuing annual basis, assume all duties,

responsibilities and legal charge for conducting all city or town elections, both general and special in nature, and;

WHEREAS, the **TOWN** originally requested on **May 10, 1999**, that the **BOARD OF ELECTIONS** conduct on its behalf all its future municipal elections and shall be in accordance with a previous formula mutually agreed upon by the **BOARD OF ELECTIONS** and the **Wentworth Town Council**.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions by and between each of the parties hereto, it is hereby mutually agreed and understood as follows:

1. The **BOARD OF ELECTIONS** shall hereafter conduct all elections required by law or otherwise duly called by **TOWN**, on behalf of the **TOWN**, all as by law provided, and shall further maintain full-time registration for the voters of the **TOWN**.
2. The **TOWN** shall pay to the **BOARD OF ELECTIONS** the sum calculated annually with the registration of voters December 1st of each year with adjustments according to the formula used in setting out the proportion as to the Municipality's fair share. This shall continue annually beginning year 2023, and continuing thereafter as its part of the cost full-time registration of voters and other matters done and performed on behalf of the **TOWN** by the **BOARD OF ELECTIONS**.
3. In addition to the payments provided in Paragraph #2 hereof, and in the event a municipal election conducted by the **BOARD OF ELECTIONS** does not coincide with the day of a county-wide election, the **TOWN** shall pay to the **BOARD OF ELECTIONS** additional sums as follows:
 - (a) An additional charge of **THREE HUNDRED DOLLARS (\$300.00)** shall be made for any special elections held.
 - (b) The **TOWN** shall pay actual election expenses for the conduct of such elections by the **BOARD OF ELECTIONS**, said actual expenses being specifically set forth within the following categories and no other:
 - i. Precinct personnel expenses including chief judges, judges, and assistants for all precincts located within the corporate limits of the **TOWN**.
 - ii. Printing of ballots and supplies; ballot re-counting and legal expenses in defense of an action contesting a municipal election where the individual or party initiating is not assessed with cost.
 - iii. Voting place rentals, if applicable.

- iv. One-Stop Absentee voting personnel expenses (pro-rated, if applicable) for any One-Stop sites being utilized for said **TOWN** election.
 - v. Any and all supplies pertaining to voting equipment programming and operation for election purposes.
 - vi. Mileage and meetings of the Board of Election members pertaining to such election.
 - vii. Delivery of the equipment to specific precinct locations for the municipal election(s).
 - viii. Any other additional costs or expenses associated with the election may be reimbursed fully by the municipality to the Board of Elections as deemed necessary.
4. In the event of a municipal election concurrent with any other matter on the ballot which does not pertain to the municipal-type election, then the expenses within the municipal precinct(s) only shall be pro-rated such that the **TOWN** shall pay **FIFTY PERCENT (50%)** of the total expense incurred within the municipal precincts for conducting the election; provided, however, in the event that there is a state-wide election on the same ballot, then there shall be no cost to the **TOWN** where such cost of the election is assumed by the State. *(Meaning that any election required by the state, where the state election and municipal election are on the same ballot and where the state reimburses the county for that election, then there will be no cost to the municipality. However, if separate ballots are required then the municipality is responsible for the cost of the printing of the ballots for their municipal election.)*
5. If the amounts herein required to be paid by the **TOWN** to the **BOARD OF ELECTIONS** shall become insufficient or should become more than sufficient to compensate the **BOARD OF ELECTIONS** for actual additional cost of conducting the **TOWN** election, then said amounts, and any of them, may be increased or decreased by the **BOARD OF ELECTIONS** to any amount or amounts equal to actual costs including the actual cost of acquisition, maintenance, repair and depreciation of election equipment and other applicable capital costs.
6. This Agreement shall continue year to year and revised accordingly until terminated by either party upon written notice to the other party which notice of termination shall be given at least one hundred twenty (120) days prior to the day of the next municipal election.

7. An itemization of expenses incurred and payable by the **TOWN** to the **BOARD OF ELECTIONS** shall be furnished to the **TOWN** within sixty (60) days after the conduct of the **TOWN** election.
8. The above mentioned terms of this contract are deemed to be complete as fully set out herein and no further interpretation, amplification or additions outside the scope of such provisions shall be attached or affixed unless otherwise amended as hereinabove set out.

IN TESTIMONY WHEREOF, the **TOWN** has caused this instrument to be executed in its corporate name, by its **MAYOR**, and its official seal to be affixed and attested by its **CLERK**; and the **BOARD OF ELECTIONS** has caused this instrument to be executed in its name by its Chairman, in duplicate originals, the day and year first above written.

MUNICIPALITY OF WENTWORTH

BY: _____
Mayor

ATTEST: _____
Clerk

(SEAL)

ROCKINGHAM COUNTY BOARD OF ELECTIONS

BY: _____
Chairman

ATTEST: _____
Director

Article VI. E. Consideration of Grant Project Ordinance for the Construction, and Installation of the SCIF Grant Project

Ms. Russell noted the SCIF Grant is a grant the Town received from North Carolina's State Capital Infrastructure Fund. She explained that at this time the Grant Project Ordinance outlines a general idea of what the expenditures will be for the Wentworth Consolidated School repairs project. As this project progresses, amendments will need to be made to show more detail in the Grant Project Ordinance.

Mayor Paschal made a **MOTION**, *"We approve the Grant Project Ordinance for the construction and installation of the SCIF Grant Project."*

Mayor Pro Tem Conner seconded the motion. All voted in favor and the motion carried.

Councilmember Paschal, III asked how much the Town receive with the SCIF Grant.

Ms. Russell said the Town has received two SCIF Grants, each in the amount of \$250,000.

(Note: The Grant Project Ordinance is herein incorporated and made a part of these minutes.)

**GRANT PROJECT ORDINANCE FOR
THE CONSTRUCTION, AND INSTALLATION OF THE SCIF GRANT PROJECT**

BE IT ORDAINED by the Governing Board of the Town of Wentworth, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1: The project authorized is a Town project described as the SCIF Grant Project.

Section 2: The project will be complete in accordance with the requirements set by grant requirements and all relevant North Carolina state statutes.

Section 3: The following revenues are appropriated for the project:

Revenues	Total Budget
SCIF Grant	\$250,000

Total Project Appropriation **\$250,000**

Section 4: The following expenditures are anticipated for the project:

Expenditures	Total Budget
Wentworth Consolidated School Repairs	\$250,000
Total Project Expenditure	\$250,000

Section 5: The Finance Officer is hereby directed to maintain within the grant project fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 6: The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and Section 4.

Section 7: The Finance Officer is further instructed to include a detailed analysis of past and future revenues and expenses during each annual budget submission made to the Governing Board.

Section 8: Copies of this grant project shall be furnished to the Town Clerk, Finance Officer, and Mayor for direction in carrying out this project.

Adopted by the Town of Wentworth, North Carolina on this 3rd day of January 2023.

Attest:

Mayor

Town Clerk

Article VII. PUBLIC COMMENTS

No one signed the speaker register for public comments.

Article VIII. ANNOUNCEMENTS

Mayor Paschal made the following announcements:

- The next regular meeting of the **Wentworth Planning Board** is scheduled for **Tuesday, January 17, 2023** at **7:00 pm** at the Wentworth Town Hall.
- The next regular meeting of the **Wentworth Town Council** is scheduled for **Tuesday, February 7, 2023**, at **7:00 pm** at the Wentworth Town Hall.
- The **Town Hall** will be **closed Monday, January 16, 2023** in observance of **Martin Luther King, Jr. Day**.

Article IX. ADJOURN

Mayor Paschal made a **MOTION**, "*We adjourn*".

Mayor Pro Tem Conner seconded the motion, and the meeting adjourned.

Respectfully Submitted By:

Yvonne Russell, NCCMC
Town Clerk

Approved By:

Dennis Paschal, Jr.

Mayor